IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORIGINAL SIDE

APPEAL NO.459 OF 2005
IN
COMPANY PETITION NO.607 OF 2004

M/s.Enol Ventures Private Limited — Appellants
vs.
M/s.RMS Automation Systems Pvt.Ltd. — Respondent

Mr.F.Devitre, senior counsel with Mr.J.P.Sen i/b.M/s.Federal & Rashmikant for the appellants.

Mr.K.Setalwad i/b.Mr.D.H.Law Associates for the respondent.

CORAM : R. M. LODHA &
J.P. DEVADHAR,JJ.

DATED : 18th July 2005

P.C.

Heard Mr.F.Devitre, the learned senior counsel for the appellants and Mr.K.Setalwad, the learned counsel for the respondent-company.

2. The dispute relating to the liability of the respondent company under the Memorandum of Understanding dated January 12, 2001 is admittedly referred to the sole arbitration of Justice Palkar (Retd.) Obviously, the Arbitral Tribunal shall adjudicate the dispute in the arbitration proceedings on its own merit uninfluenced by any observation made in the impugned order dated 1st April 2005. We, therefore, find no justification for entertaining this appeal. Needless to

clarify that the observation made by the learned Company Judge in paragraph 4 of the impugned that the MOU was a subject matter of the Company Petition No.873/2002 and parties settled their claims in the said petition refers to the four instalments of Rs.7 lacs, Rs.18 lacs, Rs.18 lacs and Rs.18 lacs payable on or before 30th May 2001, 30th August 2001, 30th November 2001 and 28th February 2002 respectively and not the other instalments payable under the MOU dated 12th January 2001. Order accordingly.

(R.M. LODHA,J.)

(J.P. DEVADHAR,J.)